

Natchitoches City Council will have a pre-council meeting beginning at 5:00 p.m. and ending at 5:30 p.m. to discuss non-agenda items. The City Council meeting will begin promptly at 5:30 p.m. on the second and fourth Monday of each month and will be reserved to only items on the Agenda. The public is invited to both the pre-council meetings and council meetings with the understanding that items not on the agenda will not be discussed at the scheduled council meetings, but the public is welcome to discuss any topic at the pre-council meetings. The City Council Meetings are held at the Natchitoches Arts Center located at 716 Second Street, Natchitoches, Louisiana.

**NATCHITOCHES CITY COUNCIL MEETING
DECEMBER 9, 2013
5:30 P.M.**

A G E N D A

1. **CALL TO ORDER**
2. **INVOCATION**
3. **PLEDGE OF ALLEGIANCE**
4. **READING AND APPROVAL OF THE MINUTES OF NOVEMBER 25, 2013**
5. **PRESENTATION OF 2013 BLACK HERITAGE BEAUTY QUEENS**

Miss Black Heritage	-	Tajah-Nay Phillips
Miss Essence	-	Jerrika Robinson
Miss Empowerment	-	Kennkashennia Latique
Miss Hope	-	Malaisha McCoy
Miss Fall Festival	-	Carlaysha Lewis
Miss First Runner Up & Miss Pre Teen	-	Bethany Milner
Miss Black Princess	-	Anna Sowell
Miss Self-Esteem	-	Liyah Norton
Miss Multicultural	-	Haley Moore
6. **PLANNING & ZONING - INTRODUCTION:**

<u>#058</u> Mims	Ordinance Amending Ordinance No. 64 Of 2001 By Changing Zoning Classification Of Property Described As Follows: Lot "A-1" Having A Front Of 116.2 Ft. On West Side Williams Ave., N By T. L. Miller, S By Harper, W By Cane River Lake Being Shown On Map Slide 366-B From R-1 To R-1, Special Exception To Operate A Bed & Breakfast (330 Williams Ave.)
--------------------------------	---
7. **ORDINANCES – FINAL:**

<u>#052</u> Payne	Ordinance Authorizing The City To Enter Into A Contract For Demolition And Scrap Of Power Generation Equipment, Associated Fixtures And Building Located At The City Of Natchitoches Power Plant To B. Jones, Setting The Terms And Conditions Of Same, And Authorizing The Execution Of The Act Of Sale By The Mayor, Lee Posey, After Due Compliance With The Law, And Further Providing For Advertising Of The Sale And An Effective Date.
---------------------------------	---

#055 Vallien Ordinance To Amend Chapter 14 Of The Code Of Ordinances Of The City Of Natchitoches, Entitled "Garbage, Trash And Refuse", Providing For Advertising, Further Providing For Severability, And Further Providing For A Repealer And Effective Date Of Ordinance

#056 Stamey Ordinance Releasing And Waiving A Resolatory Condition On A Tract Of Land Being Conveyed By Ark-La-Tex Investment And Development Corporation To The Natchitoches Parish Communications District, And Authorizing And Directing The Mayor Of The City Of Natchitoches To Execute The Deed Or Other Instrument Conveying Title Of The Property To Acknowledge And Confirm The Transfer Of Title, Providing For A Public Hearing, Providing For An Effective Date Of The Ordinance, And Providing For Advertising

8. **ORDINANCES – INTRODUCTION:**

#057 Mims Ordinance To Amend Sub-Section (D) Of Section 10-77 Of The Code Of Ordinances, Which Said Section Is Entitled "Regulating Parades", Which Section Is Located In The Criminal Code, Chapter 10 Of The Code Of Ordinances, Said Section Being Amended And Re-Adopted To Provide For A New Filing Period For A Parade Permit In The City Of Natchitoches, Providing For Advertising, Further Providing For Severability, And Further Providing For A Repealer And Effective Date Of Ordinance

9. **RESOLUTIONS:**

#095 Stamey Resolution Authorizing The Mayor To Enter Into A Contract With Employers Risk Management Services As The Workers Compensation Third Party Administrator For The City Of Natchitoches

#096 Vallien Resolution Authorizing The Mayor To Enter Into A Contract With Midwest Employers Casualty Company For The Workers' Compensation Excess Coverage Policy For The City Of Natchitoches

10. **ANNOUNCEMENTS:**

- There will **not** be a City Council meeting on **Monday, December 23, 2013.**
- The offices of the City of Natchitoches will be closed **Tuesday, December 24 & Wednesday, December 25, 2013** for the Christmas Holidays and **Tuesday, December 31, 2013 & Wednesday, January 1, 2014** for New Years.
- The next scheduled City Council meeting will be **January 13, 2014.**

NOTICE TO THE PUBLIC

In accordance with the Americans with Disabilities Act, if you need special assistance, please contact the City Clerk's Office at (318) 352-2772 describing the assistance that is necessary.

If you wish to address the Council, please complete the "Request to Address City Council" form located on the entrance table.

**PROCEEDINGS OF THE CITY COUNCIL
OF THE CITY OF NATCHITOCHES, STATE OF LOUISIANA,
REGULAR MEETING HELD ON
MONDAY, DECEMBER 9, 2013 AT 5:30 P.M.**

The City Council of the City of Natchitoches met in legal and regular session at the Natchitoches Arts Center, 716 Second Street, Natchitoches, Louisiana on Monday, December 9, 2013 at 5:30 p.m.

There were present:

Mayor Lee Posey
Councilman At Large Don Mims, Jr.
Councilman David Stamey
Councilman Andrew Vallien

Guests: Black Heritage Beauty Queens

Absent: Councilman Dale Nielsen
Councilman Larry Payne

Mayor Lee Posey called the meeting to order and welcomed everyone for coming. Michael Braxton was asked to lead the invocation and Councilman Vallien was asked to lead the pledge of allegiance.

Mayor Posey then called for the reading and approval of the minutes for the November 25, 2013 meeting. Mr. Mims moved that we dispense with the reading of the minutes and approval of same. Seconded by Mr. Stamey. The roll call vote was as follows:

Ayes:	Mims, Stamey, Vallien
Nays:	None
Absent:	Payne, Nielsen

Mayor Posey stated he cannot thank the City Employees enough for their efforts with the Christmas Festival this weekend. The festival went off great considering the weather conditions across the state. He stated we had a good day and he appreciates all the help from the City to make this event a success. Mayor Posey then welcomed the Black Heritage Beauty Queens to the meeting. Of the four queens present, each introduced themselves and told the council their title, school attending, and what grade they were in. The girls then sang a Christmas song for the Council.

The following Ordinance was introduced by Mr. Mims at the Natchitoches City Council meeting held on December 9, 2013 as follows:

ORDINANCE NO. 058 OF 2013

AN ORDINANCE AMENDING ORDINANCE NO. 64 OF 2001 BY CHANGING ZONING CLASSIFICATION OF PROPERTY DESCRIBED AS FOLLOWS:

LOT "A-1" HAVING A FRONT OF 116.2 FT. ON WEST SIDE WILLIAMS AVE., N BY T. L. MILLER, S BY HARPER, W BY CANE RIVER LAKE BEING SHOWN ON MAP SLIDE 366-B FROM R-1 TO R-1, SPECIAL EXCEPTION TO OPERATE A BED & BREAKFAST

(330 Williams Ave.)

WHEREAS, the Planning Commission of the City of Natchitoches, State of Louisiana, has recommended at their meeting of December 3, 2013 that the request of Winston I. Levy dba McLevy River Garden Bed & Breakfast to rezone the property described above from **R-1** to **R-1**, Special Exception to operate a Bed & Breakfast be **APPROVED**.

The following Ordinance was Introduced by Mr. Mims and Seconded by Mr. Stamey as follows, to-wit:

ORDINANCE NO. 052 OF 2013

AN ORDINANCE AUTHORIZING THE CITY TO ENTER INTO A CONTRACT FOR DEMOLITION AND SCRAP OF POWER GENERATION EQUIPMENT, ASSOCIATED FIXTURES AND BUILDING LOCATED AT THE CITY OF NATCHITOCHES POWER PLANT TO B. JONES, SETTING THE TERMS AND CONDITIONS OF SAME, AND AUTHORIZING THE EXECUTION OF THE ACT OF SALE BY THE MAYOR, LEE POSEY, AFTER DUE COMPLIANCE WITH THE LAW, AND FURTHER PROVIDING FOR ADVERTISING OF THE SALE AND AN EFFECTIVE DATE.

WHEREAS, the City of Natchitoches (City) is the owner of certain steam generation units, being units number 8, 9 and 10, and associated boilers, cooling towers and steam turbines as well as the building that encloses these units which will sometimes hereinafter be referred to collectively as "Equipment"; and

WHEREAS FURTHER, the Equipment is currently not in use and is surplus property; and

WHEREAS FURTHER, the City Council of the City of Natchitoches is of the opinion and does find that the Equipment is not in use and is not needed for any public purpose and the City Council of the City of Natchitoches does hereby declared the Equipment to be surplus property; and

WHEREAS FURTHER, the City of Natchitoches has offered the Equipment through a Request for Proposals (sometimes hereinafter "RFP") and the City of Natchitoches received one response to that RFP from B. Jones; and

WHEREAS FURTHER, the proposal from B. Jones to has been reviewed by the City of Natchitoches and based upon the proposal an Agreement has been drafted whereby B. Jones will purchase the metal contained in the Equipment for the sum and price of \$27,000.00, and will complete the demolition of the site; and

WHEREAS FURTHER, after reviewing the offer by B. Jones, the Director of Utilities and the Director of Purchasing recommend that the City accept the Agreement drafted and attached hereto which is based upon the proposal received from B. Jones; and

WHEREAS FURTHER, under the terms of the sale, B. Jones will pay the City the sum of \$27,000.00, for those items identified above, and will remove the items at the expense of B. Jones; and

WHEREAS FURTHER, the sale will be an "as is" sale with no representation or warranty as to the condition of the items sold to B. Jones and B. Jones will complete an asbestos abatement and will complete the demolition of the site; and

WHEREAS FURTHER, the City desires to convey the surplus property described above to B. Jones, for the sum and price of \$27,000.00, and under the terms more fully set forth above; and.

WHEREAS FURTHER, under the provisions of Louisiana R. S. 33:4712, any property owned by the City can be sold to any person after due advertisement and compliance with the law; and

WHEREAS FURTHER, the City Council has been provided with a proposed Contract for Demolition and Scrap of Power Generation Equipment, Associated Fixtures and Building, and has approved same; and

NOW THEREFORE, BE IT ORDAINED by the City Council in legal session convened as follows:

(1) That the City takes cognizance of finds and declares that Steam Generation Units 8, 9 and 10 are surplus property not needed for any public purpose.

(2) That after due proceedings and advertisement, the said City does sale all metal contained in the Steam Generation Units to B. Jones for the sum and price of \$27,000.00, all under the terms more fully set forth above.

(3) That notice of this proposed ordinance be published three (3) times in fifteen (15) days, one (1) week apart, in the Natchitoches Times, the legal journal for the City, and that ordinance be posted in the City Hall.

(4) That any opposition to this ordinance shall be made in writing, filed with the Clerk for the City of Natchitoches within fifteen (15) days after posting of the above notice or the first publication of this ordinance, and that a public hearing be held after the advertisements have been completed.

(5) That the Mayor, Lee Posey, be and he is hereby authorized, after due proceedings had, and after the legal delays have run, to execute the Contract for Demolition and Scrap of Power Generation Equipment, Associated Fixtures and Equipment, a copy of which is attached hereto, and other documents necessary to complete this transaction under the terms and conditions set forth above.

(6) That the City Clerk be authorized to advertise this proposed sale in accordance with law, i.e., three times in fifteen days, one week apart and to report to the City Council if any opposition is made in writing prior to the time of final adoption.

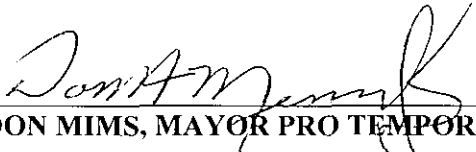
THIS ORDINANCE was introduced on November 12, 2013 and published in the *Natchitoches Times* on November 16, 23 and 30, 2013.

The above Ordinance having been duly advertised in accordance with law and public hearing had on same, was put to a vote by the Mayor and the vote was recorded as follows:

AYES:	Stamey, Mims, Vallien
NAYS:	None
ABSENT:	Payne, Nielsen
ABSTAIN:	None

THEREUPON, Mayor Lee Posey declared the Ordinance passed by a vote of 3 Ayes to 0
Nays this 9th day of December, 2013.


LEE POSEY, MAYOR


DON MIMS, MAYOR PRO TEMPORE

Delivered to the Mayor on the 10th day of December, 2013 at 10:00 A.M.

**CONTRACT FOR DEMOLITION AND SCRAP OF POWER GENERATION
EQUIPMENT, ASSOCIATED FIXTURES AND BUILDING**

THIS AGREEMENT is made as of the 31 day of Oct., 2013, between B. Jones (the "Purchaser") and the **CITY OF NATCHITOCHEs**, represented herein by Lee Posey, Mayor, pursuant to the authority granted by Ordinance of 2013 (the "Seller").

WHEREAS, the Seller owns certain equipment, associated fixtures and building, all of which listed in the attached Schedule A (the "Equipment"); and

WHEREAS the Purchaser desires to purchase from the Seller, and the Seller desires to sell, transfer and assign to the Purchaser, all metal contained in the Equipment, upon the terms and conditions below;

THEREFORE in consideration of the covenants, agreements, warranties and payments set forth, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Purchaser and the Seller agree as follows:

1. INTERPRETATION

1 Definitions. Whenever used in this Agreement, in addition to the words or phrases defined elsewhere in this Agreement, the following words and phrases shall have the meanings:

"Agreement" means this Contract for Demolition and Scrap of Power Generating Equipment, Associated Fixtures and Building and all Schedules attached hereto, as amended, supplemented, restated or modified from time to time; and the expressions "Section" or "Subsection" followed by a number mean and refer to the specified section or subsection of this Agreement.

"Closing" means the completion of the sale to and purchase by the Purchaser of the Equipment.

"Closing Date" means the date this instrument is fully executed by the parties hereto.

"Encumbrance" means any assignment, mortgage, charge, pledge, lien, conditional sale, levy, execution, seizure, attachment, garnishment or other encumbrance or security interest in respect of such property, whether absolute or contingent, fixed or floating, legal or equitable, perfected or otherwise.

"Legal Proceeding" means any litigation, action, suit, arbitration proceeding or other proceeding and includes any appeal or review and application for same.

"Person" means any individual, corporation, firm, partnership, sole proprietorship, syndicate, joint venture, trustee, trust and any unincorporated organization or association.

2. PURCHASE AND SALE OF ASSETS

1 Purchase and Sale. Subject to the terms and conditions of this Agreement, on the Closing Date, the Seller agrees to and does sell, transfer and assign to the Purchaser, and the Purchaser agrees to and does purchase from the Seller, the all metal in the Equipment.

3. PURCHASE PRICE

1 Amount. The purchase price (the "**Purchase Price**") payable by the Purchaser to the Seller for the metal contained in the Equipment shall be \$27,000.00.

It is understood and agreed that this Purchase Price is discounted due to the demolition that will be undertaken on the site by the Purchaser, and the further commitments of the Purchaser set forth hereinbelow.

2 Payment. The Purchase Price shall be paid upon execution of this Agreement.

3.3 Taxes. The Seller shall be liable for and shall pay, as required, all federal and state sales taxes in connection with the conveyance and transfer of the Equipment to the Purchaser.

4. REPRESENTATIONS AND WARRANTIES

1 Representations and Warranties of the Seller. The Seller represents and warrants as follows to the Purchaser and acknowledges and confirms that the Purchaser is relying on such representations and warranties in connection with the purchase by the Purchaser of the metal contained in the Equipment:

- (a) the Seller has taken all necessary legislative or governmental action and proceedings to authorize the sale of the Equipment; and this Agreement has been duly executed and delivered by the Seller and is a valid and binding obligation of the Seller enforceable against it in accordance with its terms;
- (b) the Seller has all the necessary governmental power and authority to enter into this Agreement and to consummate the transactions; will not result in the violation of any law or regulation or any applicable order of any court, arbitrator or governmental authority having jurisdiction over the Seller or the Equipment;
- (c) at Closing, the Seller will be the sole beneficial owner of, and have good and valid title to, all of the Equipment, free and clear of all Encumbrances whatsoever, and shall have the exclusive right and entitlement to possess and dispose of same as contemplated in this Agreement;
- (d) no Person, other than the Purchaser under this Agreement, has any written or oral agreement, option, understanding or commitment, or any right or privilege capable of becoming an agreement or option, for the purchase from the Seller of any of the Equipment; and
- (e) the Seller has no knowledge of any facts which, if known to the Seller, might reasonably be expected to deter the Purchaser from completing the acquisition of the Equipment contemplated by this Agreement.
- (f) The Agreement is for the sale of scrap and metal contained in the Equipment is purchased "as is, where is", without any warranties whatsoever, whether written, oral or implied, including, but not limited to warranties of merchantability or fitness for a particular purpose.

2 Representations and Warranties of the Purchaser. The Purchaser represents and warrants to the Seller and acknowledges and confirms that the Seller is relying on such representations and warranties in connection with the sale by the Seller of the Equipment:

- (a) the Purchaser is a corporation duly established and subsisting under the laws of the State of Indiana
- (b) the Purchaser has taken all necessary action and proceedings to authorize the purchase of the Equipment; and this Agreement has been duly executed and delivered by the Purchaser and is a valid and binding obligation of the Purchaser enforceable against it in accordance with its terms;
- (c) the Purchaser has all the necessary power and authority to enter into this Agreement and to consummate the transactions, which will not result in the violation of any of the terms and provisions of (i) the corporate regulations and/or by-laws of the Purchaser, or (ii) any law or regulation or any applicable order of any court, arbitrator or governmental authority having jurisdiction over the Purchaser.
- (d) All metal contained in the Equipment is purchased "as is, where is", without any warranties whatsoever, whether written, oral or implied, including, but not limited to warranties of merchantability or fitness for a

particular purpose.

- 3 Survival of the Representations and Warranties. The representations and warranties of each of the parties contained in this Agreement shall survive the closing of the purchase and sale of the Equipment (notwithstanding such closing), shall continue in full force and effect for a period of three (3) years from the Closing Date for the benefit of the relevant party, as the case may be.

5. **COVENANTS OF THE PARTIES**

- 1 Cooperation. The Purchaser and the Seller shall cooperate fully in good faith in connection with any steps required to be taken as part of their respective obligations under this Agreement.

- 2 Investigations. Between the Closing Date and removal of the Equipment, the Seller shall permit the Purchaser and its advisors to have reasonable access to the Equipment, in order that the Purchaser may make such investigations of the Equipment as the Purchaser deems necessary; provided that such investigations shall be carried out during normal business hours.

6. **COVENANTS OF THE PARTIES**

- 6.1 The Seller does convey all metal contained in the Equipment to the Purchaser.

- 6.2 Purchaser shall, at its expense, obtain the services of an asbestos abatement company, licensed in the state of Louisiana, to preform abatement services at the Natchitoches Power Plant.

- 6.3 Upon completion of asbestos abatement as certified by the abatement company, the Seller shall disconnect all utilities, and drain or remove all oils or other fluids and obtain all necessary permits.

- 6.4 Purchaser shall then begin demolition and shall, within reason, separate metals, brick, concrete and wood into separate spoils piles.

- 6.5 During demolition, Purchaser shall take all care to avoid damage to and limit impact on the office facility located adjacent to the demolition site. Purchaser further agrees to repair any damage to any building or other property of the Seller caused by Purchaser.

- 6.6 Purchaser shall remove all metals from the site as property of Purchaser and all other remaining material shall be property of Seller.

- 6.7 Purchaser shall spread brick, block and concrete to fill voids and leave the property in a level and stable condition.

- 6.8 All activities under this Agreement shall be complete within 6 months after abatement is complete.

7. **GENERAL PROVISIONS**

- 1 Notice. Any notice or other instrument required or permitted to be given to either party hereunder shall be in writing and shall be sufficiently given if delivered personally or by courier to such party:

Seller:

City of Natchitoches
Post Office Box 37
Natchitoches, LA 71457
Attention Mayor Lee Posey

Purchaser:

B. Jones
11159 St. Rd. 42
Stilesville, IN 46180T
Attention: Buck Jones

Any such notice or other instrument if delivered shall be deemed to have been given and received on the date on which it was delivered at such address; provided that if such day is not a Business Day then the notice shall be deemed to have been given and received on the Business Day next following such day. Any party may change its address for service from time to time by notice given in accordance with the foregoing.

2 Costs and Expenses. All costs and expenses (including the fees and disbursements of legal counsel) incurred in connection with this Agreement and the transactions herein contemplated shall be paid by the party incurring such costs and expenses.

3 Parties in Interest. This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors.

4 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument. To evidence its execution of an original counterpart of this Agreement, a party may send a copy of its original signature on the execution page hereof to the other party by facsimile transmission and such transmission shall constitute delivery of an executed copy of this Agreement to the receiving party.

5 Entire Agreement. This Agreement, including the schedules annexed hereto, constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, and there are no covenants, representations, warranties or agreements between the parties in connection with the subject matter hereof except as specifically set forth herein. No supplement, modification or waiver of this Agreement shall be binding unless executed in writing by all of the parties hereto.

6 Assignment. This Agreement may not be assigned by either the Purchaser or the Seller without the prior written consent of the other party.

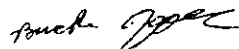
7 Indemnity and Hold Harmless. Purchaser agrees hold harmless, indemnify and defend the Seller from any bodily injury or property damage which occurs during the demolition and removal metal in the Equipment, and agrees to take out and maintain an insurance policy in the amount of \$1,000,000.00, naming the Seller as an additional insured, and further agrees to provide a copy of said insurance prior to beginning demolition.

8 Compliance with Local, State and Federal Law. Purchaser agrees to comply with all applicable local, state and federal law during the term of this Agreement, including but not limited to OSHA and all environmental regulations.

9 Specific Performance. Either party to this agreement shall have the right to sue for specific performance.

10 Law, Jurisdiction and Venue. This contract shall be interpreted under the Law of the State of Louisiana, and any suit to enforce any of the terms of this agreement shall be brought in the Tenth Judicial District Court for the Parish of Natchitoches, Louisiana.

IN WITNESS WHEREOF this Agreement has been executed by the parties hereto.

B. JONES 
By: _____


Name: Buck Jones

Title: President B Jones Group, Inc.

Schedule "A"
Equipment

All equipment associated with steam generation units 8, 9 and 10 located at the City of Natchitoches power plant, including, but not limited to, boilers, cooling towers and team turbines, and shall further include the building that encloses the above described steam generation units.

CITY OF NACHITOCHES, LA

By: 

Name:

Title:

The following Ordinance was Introduced by Mr. Vallien and Seconded by Mr. Stamey as follows, to-wit:

ORDINANCE NUMBER 055 OF 2013

AN ORDINANCE TO AMEND CHAPTER 14 OF THE CODE OF ORDINANCES OF THE CITY OF NATCHITOCHES, ENTITLED "GARBAGE, TRASH AND REFUSE", PROVIDING FOR ADVERTISING, FURTHER PROVIDING FOR SEVERABILITY, AND FURTHER PROVIDING FOR A REPEALER AND EFFECTIVE DATE OF ORDINANCE.

WHEREAS, the City of Natchitoches has recently negotiated a new Time Contract for the Collection, Hauling, Recycling and Disposal of Municipal Solid Waste, Construction and Demolition Waste, and Recyclable Materials in the City of Natchitoches, (sometimes hereinafter "Contract") which said Contract has been approved by the City Council of the City of Natchitoches and which will go into effect the 1st day of January, 1, 2014; and

WHEREAS FURTHER, the Finance Department of the City of Natchitoches has undertaken a review of Chapter 14 of the Code of Ordinances of the City of Natchitoches, which said Chapter deals with garbage, trash and refuse, (sometimes hereinafter "Garbage Ordinance") and has made recommendation for the amendment of Chapter 14 in order to bring the Chapter into conformance with the terms of the new Contract and to provide for other updates to the Garbage Ordinance; and

WHEREAS FURTHER, in its review of the Garbage Ordinance the Finance Department concluded that Article III, which deals with City Dumps and Landfills, and Article IV, which provides for a Clean City Commission, are antiquated and no longer needed, and makes the recommendation that these Articles be deleted and removed; and

WHEREAS FURTHER, the City Council of the City of Natchitoches has reviewed the proposed changes and agrees that the adoption is advisable and in the best interest of the City of Natchitoches and its citizens; and

WHEREAS FURTHER, the City Council of the City of Natchitoches, Louisiana, desires to amend the Code of Ordinances of the City of Natchitoches in order to amend and re-enact Sections 14.1, 14-21, 14-22, 14-22.5, 14-23, 14-27.1, 14-29, and to delete Sections 14-43 through 14-47 and 14-56 through 14-61; and

NOW THEREFORE BE IT ORDAINED by the City Council of the City of Natchitoches, Louisiana, as follows:

SECTION 1. Section 14.1 of the Code of Ordinances of the City of Natchitoches is hereby amended and re-enacted to read as follows:

“Sec. 14.1. Definitions.

As used in this chapter, except as otherwise provided, the following terms shall have the meanings indicated in this section:

Bulky item shall mean any item not measuring in excess of either ninety-six (96) inches in length of one hundred (100) pounds in weight, including, but not limited to, refrigerators, stoves, washing machines, water tanks, chairs, couches, and other similar household items.

Bundles shall mean Items not measuring in excess of either forty-eight (48) inches in length or fifty (50) pounds in weight and which are securely fastened together, including, but not limited to, brush, yard waste, and tree trimmings.

Construction and Demolition Waste shall mean solid waste resulting from construction or demolition activities or that is directly or indirectly the by-product of such activities, including, but not limited to, cartons, concrete, excelsior, gypsum board, metal, paper, plastic, rubber and wood products. Construction and Demolition Waste does not include Hazardous Waste, Municipal Solid Waste, Recyclable Materials or Bulky Items.

Container shall mean any receptacle, including, but not limited to, dumpsters, Roll-Offs and Roll-Outs, utilized by a Commercial or Residential Unit for collecting Municipal Solid Waste, Construction and Demolition Waste or Recyclable Materials. Containers are designed to hold between thirty (30) gallons and forty (40) cubic yards of Solid Waste.

Hazardous Waste shall mean waste identified or listed as a hazardous waste by the administrator of the United States Environmental Protection Agency (EPA) under the Federal Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976, as amended, or so classified by any federal or State of Louisiana statute, rule, order or regulation.

Municipal Solid Waste shall mean solid waste resulting from or incidental to municipal, community, commercial, institutional, or recreational activities, or manufacturing, mining, or agricultural operations. Municipal Solid Waste does not include Construction and Demolition Waste or Hazardous Waste.

Neutral ground shall mean that area between the property line and the curb or ditch, as the case may be.

Occupant shall mean any person who lives in, resides in, conducts or operates a business in, or uses any building, house, structure, or grounds.

Owner shall mean and include the record owner or owners of any building, house, structure or grounds.

Recyclable Materials shall mean

a) newspapers, magazines, and catalogs and other paper items such as mail, paper bags or other paper; b) metal cans composed of tin, steel or aluminum (excluding scrap metal); c) plastic containers including all varieties of the types designated as #1, #2, #3, #4, #5 and #7; and d) corrugated boxes and cardboard.

Refuse shall mean all discarded and unwanted household and kitchen wastes, usually defined as “garbage” that constitutes Municipal Solid Waste.

Superintendent of streets or superintendent shall mean the Director of Public Works of the City of Natchitoches.

Unauthorized accumulation shall mean the accumulation, scattering, spilling or other handling of garbage, trash or other waste matter on premises or property in a manner and under condition contrary to and in violation of the provisions of this article.”

SECTION 2. Section 14.21 of the Code of Ordinances of the City of Natchitoches

is hereby amended and re-enacted to read as follows:

“Sec. 14-21. Collection by city only; exceptions.

(a) *Generally.* All Municipal Solid Waste accumulated in the city shall be collected, conveyed and disposed of by the city or a solid waste disposal contractor of the city under the supervision of the superintendent. No person shall collect, convey over any of the streets, alleys, or public rights-of-way of the city, or dispose of any garbage, refuse, or rubbish accumulated in the city, except as provided in this section.

(b) *Exception for actual producers.* This section shall not prohibit the actual producers of garbage, refuse or rubbish, or the owners of premises upon which garbage, refuse or rubbish has accumulated from personally collecting, conveying and disposing of such garbage, refuse or rubbish, provided such producers or owners dispose of such materials at public dumps provided by the city for such purposes and otherwise comply with the provisions of this chapter and with any other governing law, ordinances, or applicable regulations.

(c) *Exception for outside collectors.* This section shall not prohibit collectors of garbage, refuse or rubbish from outside of the city from hauling such refuse over city streets to public dumps, provided such collectors comply with the provisions of this chapter and with any other governing law, ordinances or applicable regulations.

(d) *Collection and disposal by producers, owners of premises, collectors from outside city.* Actual producers of garbage, refuse or rubbish material or the owners of premises upon which such material is accumulated who desire personally to collect and dispose of such material, as well as those collectors of such material from outside the city, shall comply with the provisions hereof.”

SECTION 3. Section 14.22 of the Code of Ordinances of the City of Natchitoches is hereby amended and re-enacted to read as follows:

“Sec. 14-22. Department of public works' powers and duties.

The department of public works or a solid waste disposer under contract with the city is hereby authorized and directed to collect and dispose of all garbage and trash, or other waste matter, as defined in section 14-1 as is placed in the type of container, and in the manner and at the place specified in sections 14-23 and 14-25, and such department of streets is hereby expressly prohibited from collecting any such garbage or trash or other waste matter, other than that which is put out for collection in compliance with such sections.”

SECTION 4. Section 14.22.5 of the Code of Ordinances of the City of Natchitoches is hereby amended and re-enacted to read as follows:

“Sec. 14-22.5. Collectors contracting with city, requirements.

In all contracts executed by the city with third persons for the collection and disposal of residential and/or commercial solid waste and garbage, the following minimum requirements shall be observed:

(1) All contractors shall be required to provide liability insurance in such amount and containing such coverage as the city may require, taking into consideration the scope and extent of the contract, the number of customers, the amount and type of equipment that will be used by the contractor, and the number of employees employed by the contractor; however, in no event shall the liability insurance be less than one million dollars (\$1,000,000.00).

(2) The contractor shall comply with all federal rules, regulations, and requirements, including, without limitation, all rules, regulations, and requirements set forth by the Environmental Protection Agency in connection with the hauling and disposal of solid waste.

(3) The contractor shall also comply with all local and state rules, regulations, and requirements, including, without limitation, all rules, regulations, and requirements set forth by the department of transportation and development and the department of environmental quality.

(4) The contractor shall also comply with all federal, state, and local rules, as they now exist, or as may hereinafter be enacted or amended, in connection with the disposal of the solid waste.

Any disposal site used by the contractor must be approved as a certified landfill or disposal site by the governing state or federal agency or agencies.”

SECTION 5. Section 14.23 of the Code of Ordinances of the City of Natchitoches is hereby amended and re-enacted to read as follows:

“Sec. 14-23. Garbage containers--Requirements.

(a) Every owner and occupant of any building, house, structure or grounds within the corporate limits of the city, where refuse or recyclable materials, as defined in section 14-1, accumulates, may have such garbage collected and disposed of by the department of streets only if such garbage is:

(1) Placed in a container therefore of not less than five (5) nor more than thirty-three (33) gallon capacity, constructed of some substantial metal or plastic material, with a tight-fitting lid or cover which will exclude rain or flies, and with handles sufficiently strong for workmen to empty conveniently. No container, with contents, shall weigh more than seventy-five (75) pounds. The can or container shall be maintained in as sanitary condition as possible, in view of the use to which the same is put, and shall be thoroughly cleansed as needed by washing, scalding or otherwise.

(2) The lids or covers of all cans or containers shall, at all times, be kept secure and fastened so that flies and other insects as well as dogs and scavengers may not have access to the contents thereof.

(3) The container(s) provided by the city or the garbage collection contractor for the collection and disposal of recyclable materials should only be used for those recyclable materials specified in Section 14.1. Refuse (garbage) should not be placed in the container provided for recyclable materials. If such refuse is placed in the recycling container, the container will be tagged and will not be collected.

(b) The placing of such garbage for collection in any container, manner, or place other than as specified in the above paragraph is prohibited and such is hereby made a violation of this chapter.”

SECTION 6. Section 14.27.1 of the Code of Ordinances of the City of

Natchitoches is hereby amended and re-enacted to read as follows:

“Sec. 14-27.1. Removal of building or repair debris or other large material by city; collection charge.

If any owner or customer desires the city to remove any of the items described in section 14-26 or section 14-27, or any other items of garbage, trash or refuse exceeding the allowable weight, length or bulk as provided for in this chapter, he may contract with the company providing garbage collection services to the city of Natchitoches for removal of same, provided he call the department of public works and inform the receptionist of the nature and location of the load and the name of the customer. Whereupon, the city shall contact the company providing garbage collection services to the city of Natchitoches. Any fee shall be negotiated between the owner or customer and the company providing garbage collection services to the City of Natchitoches.”

SECTION 7. Section 14.29 of the Code of Ordinances of the City of Natchitoches

is hereby amended and re-enacted to read as follows:

“Sec. 14-29. Collection charges--Levied.

There is hereby levied a service charge to defray the expenses of the collection and disposal of garbage, trash and other refuse, and the expense of

the maintenance of the general cleanliness and sanitation of the city, to be assessed and collected monthly as follows:

(1) Residential. Upon each proprietor of a residence; each separate living unit, apartment and trailer home or manufactured housing unit to be considered to be a separate residence, twenty-one and 21/100 (\$21.21) dollars.

(2) Apartment houses. Upon each proprietor of an apartment house (for the purpose of this section the word "apartment" to be considered to mean a living or residential unity containing usual ordinary kitchen facilities) per apartment, twenty-one and 21/100 (\$21.21) dollars.

(3) Commercial. Upon each proprietor of any hotel, restaurant, office, business or professional house, either retail or wholesale, or any other business or institution, or any commercial enterprise of any nature or kind, a minimum monthly charge of thirty-Eight and no/100 (\$38.00) dollars.

a. Additional charges for the collection and disposal of garbage and other refuse, shall be based upon the average amount of garbage and other refuse collected, average time expended for loading same and the frequency of pickups. These additional fees or rates shall be fixed by the public works director subject to the right of appeal to the mayor and city council.

b. The public works director shall maintain in his office, for inspection, a complete list of all commercial customers, together with their fixed rates.

(4) The Finance Director shall maintain in his office, for public inspection , a copy of the executed Waste Disposal Contract, as well as all calculations made in accordance with Sections 2.11.2 and 2.11.3 of the Waste Disposal Contract that result in increases or decreases in the above set monthly rates as well as all calculations made in accordance with Section 11 of the Waste Disposal Contract.”

SECTION 8. Sections 14.43 through 14.47 of the Code of Ordinances of the City of Natchitoches are hereby deleted and removed from the Code of Ordinances.

SECTION 9. Sections 14.56 through 14.61 of the Code of Ordinances of the City of Natchitoches are hereby deleted and removed from the Code of Ordinances.

SECTION 10. All Ordinances or parts of Ordinances in conflict herewith are hereby repealed.

SECTION 11. If any portion of this Ordinance is declared to be invalid or unconstitutional in any manner, the invalidity shall be limited to that particular section

or provision, and shall not affect the remaining portions of the ordinance, which shall remain valid and enforceable, it being the intention of the City Council that each separate provision shall be deemed independent of all other provisions herein.


SECTION 12. This Ordinance shall go into effect upon publication and in accordance with law.

THIS ORDINANCE was introduced on November 25, 2013 and published in the *Natchitoches Times* on November 30, 2013.

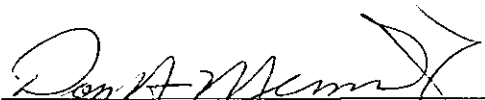
The above Ordinance having been duly advertised in accordance with law and public hearing had on same, was put to a vote by the Mayor and the vote was recorded as follows:

AYES:	Stamey, Mims, Vallien
NAYS:	None
ABSENT:	Payne, Nielsen
ABSTAIN:	None

THEREUPON, Mayor Lee Posey declared the Ordinance passed by a vote of 3 Ayes to 0 Nays this 9th day of December, 2013.



LEE POSEY, MAYOR



DON MIMS, MAYOR PRO TEMPORE

Delivered to the Mayor on the 10th day of December, 2013 at 10:00 A.M.

The following Ordinance was Introduced by Mr. Stamey and Seconded by Mr. Vallien as follows, to-wit:

ORDINANCE NO. 056 OF 2013

AN ORDINANCE RELEASING AND WAIVING A RESOLUTORY CONDITION ON A TRACT OF LAND BEING CONVEYED BY ARK-LA-TEX INVESTMENT AND DEVELOPMENT CORPORATION TO THE NATCHITOCHES PARISH COMMUNICATIONS DISTRICT, AND AUTHORIZING AND DIRECTING THE MAYOR OF THE CITY OF NATCHITOCHES TO EXECUTE THE DEED OR OTHER INSTRUMENT CONVEYING TITLE OF THE PROPERTY TO ACKNOWLEDGE AND CONFIRM THE TRANSFER OF TITLE, PROVIDING FOR A PUBLIC HEARING, PROVIDING FOR AN EFFECTIVE DATE OF THE ORDINANCE, AND PROVIDING FOR ADVERTISING

WHEREAS, the City of Natchitoches, Louisiana, (hereinafter "City") conveyed a 13.9 acre tract of ground in the Industrial Park to ARK-LA-TEX Investment and Development Corporation (hereinafter "ARK-LA-TEX") by deed recorded May 16, 2003 at Conveyance Book 572, page 17, (sometimes hereinafter "Deed") said tract being more fully described as follows, to-wit:

THAT CERTAIN TRACT OF LAND, together with all buildings and improvements located thereon situated in Sections 72, 73, and 74, Township 9 North, Range 7 West, located in the Industrial Park to the City of Natchitoches, and being more particularly described and shown on a survey by Meyer, Meyer, LaCroix and Hixon, Inc., dated November 27, 2002, and shown thereon as follows:

A tract of land containing 13.90 acres situated on the East side of Alliance Road and further described as follows:

Commence at a concrete post situated at the Northeast intersection of Alliance Road and Louisiana Highway No. 1 in the City of Natchitoches and run thence North 02 degrees 35 minutes 38 seconds East along the eastern edge of Alliance Road a distance of 600 feet to a point; thence continue along the easterly right of way of Alliance Road North 02 degrees 35 minutes 00 seconds East a distance of 184.25 feet to the Point of Beginning; thence run South 87 degrees 25 minutes 00 seconds East a distance of 636.67 feet to a point; thence run South 02 degrees 35 minutes 00 seconds West a distance of 215.25 feet to a point; thence run South 87 degrees 25 minutes 00 seconds East a distance of 437.50 feet to a point; thence run North 02 degrees 35 minutes 00 seconds East a distance of 389.00 feet to a point; thence run North 32 degrees 29 minutes 50 seconds West a distance of 695.78 feet to a point situated on the southeasterly right of way of Alliance Road; thence run South 57 degrees 30 minutes 10 seconds West along the southerly right of way of Alliance Road a distance of 524.98 feet to a point; thence run on an arc according to the metes census as set forth on the survey and a southwesterly direction along the right of way of Alliance Road (having an arc of 553.34 feet to the Point of Beginning, containing 13.90 acres);

And

WHEREAS FURTHER, the consideration for the transfer is set forth in the Deed as well as a Cooperative Endeavor Agreement by and between the City of Natchitoches, Louisiana and ARK-LA-TEX Investment and Development Corporation, recorded at Conveyance Book 572, page 1, (sometimes hereinafter "CEA") and included the commitment by ARK-LA-TEX to construct two incubator facilities consisting of approximately 10,000 square feet each on the above described property not later than December 1, 2006; and

WHEREAS FURTHER, the Deed further provided that if ARK-LA-TEX did not construct the incubator facilities by December 1, 2006 the Deed would be revoked and that the property would returned to the City and become the property of the City; and

WHEREAS FURTHER, ARK-LA-TEX has kept the City advised of its efforts to obtain funding for the construction of the incubator facilities, and the City takes cognizance of the unforeseen difficulties and delays experienced by ARK-LA-TEX; and

WHEREAS FURTHER, ARK-LA-TEX has agreed to convey a portion of the above described tract to the Natchitoches Parish Communications District (sometimes hereinafter "District") which said tract is described as follows, to-wit:

That certain piece or portion of ground, together with all buildings and improvements thereon, and all rights, ways, privileges, servitudes, easements and appurtenances thereunto belonging or in anywise appertaining, situated in the City and Parish of Natchitoches, State of Louisiana, more fully described as follows:

Commencing at a ½" iron rod found for the northeast corner of Lot B-1 of a replat of Lots A & B of a resubdivision of Lots 1-10 of Natchitoches South Subdivision, Block B, being the point of beginning, run N 2 degrees 43 minutes 17 seconds E-215.34'; thence run N 87 degrees 25 minutes 11 seconds W-70.87', thence run N 2 degrees 35 minutes 00 seconds E-27.31'; thence run N 57 degrees 26 minutes 46 seconds E-65.00'; thence run S 87 degrees 25 minutes 25 seconds E-455.20'; thence run S 2 degrees 35 minutes 00 seconds E-280.05'; thence run N 87 degrees 25 minutes 25 seconds W-438.01', back to the point of beginning, containing 2.896 acres more or less.

Together with a right of way or right of passage from a public road to the above described tract. (Sometimes hereinafter "911 Tract");

and

WHEREAS FURTHER, the 911 Tract will be used for the construction of a facility that will be used by the District to enhance and improve the operation of the District and the construction will be a benefit to the welfare and safety of the citizens of the City of Natchitoches; and

WHEREAS FURTHER, the City Council of the City of Natchitoches is of the opinion that the proposed transfer and construction of the facility on the 911 Tract will promote the health, welfare and well being of the citizens of the City of Natchitoches; and

WHEREAS FURTHER, the consideration set for in the Deed has the effect of a Resolutive Condition and in order to facilitate the conveyance of the 911 Tract to the

District, the City Council of the City of Natchitoches desires to release the 911 Tract from the effects of the Resolatory Condition and to further authorize the Mayor of the City of Natchitoches to intervene in the act of conveyance from ARK-LA-TEX to the District in order to acknowledge, confirm and ratify the transfer of title to the 911 Tract; and

WHEREAS FURTHER, the City Council of the City of Natchitoches desires to limit the authority granted the Mayor to execute any such document on behalf of the City of Natchitoches to 90 days from the date of the final approval of this Ordinance; and

WHEREAS FURTHER, the City Council of the City of Natchitoches does further instruct and direct the Mayor of the City of Natchitoches to contact ARK-LA-TEX for the purpose of determining the status of the construction of the incubator facilities and if necessary to negotiate some substitute consideration for the Deed which transferred the 13.9 acre tract; and

NOW THEREFORE BE IT ORDAINED as follows, to-wit:

Section A. BE IT ORDAINED by the City Council of the City of Natchitoches in legal session convened, that the Resolatory Condition described above be released and waived in part for the purpose of allowing the transfer from ARK-LA-TEX to the District the following described property, to-wit:

That certain piece or portion of ground, together with all buildings and improvements thereon, and all rights, ways, privileges, servitudes, easements and appurtenances thereunto belonging or in anywise appertaining, situated in the City and Parish of Natchitoches, State of Louisiana, more fully described as follows:

Commencing at a ½" iron rod found for the northeast corner of Lot B-1 of a replat of Lots A & B of a resubdivision of Lots 1-10 of Natchitoches South Subdivision, Block B, being the point of beginning, run N 2 degrees 43 minutes 17 seconds E-215.34'; thence run N 87 degrees 25 minutes 11 seconds W-70.87'; thence run N 2 degrees 35 minutes 00 seconds E-27.31'; thence run N 57 degrees 26 minutes 46 seconds E-65.00'; thence run S 87 degrees 25 minutes 25 seconds E-455.20'; thence run S 2 degrees 35 minutes 00 seconds E-280.05'; thence run N 87 degrees 25 minutes 25 seconds W-438.01', back to the point of beginning, containing 2.896 acres more or less.

Together with a right of way or right of passage from a public road to the above described tract.

Section B. BE IT FURTHER ORDAINED that the release of the Resolatory Condition is released and waived only as to the above described 2.896 acre tract and associated right of way and only if the above described 2.896 acre tract and associated right of way are conveyed to the District for the construction of a 911 facility thereon.

Section C. BE IT FURTHER ORDAINED that the Mayor of the City of Natchitoches is hereby authorized, empowered and instructed to intervene in that Deed or other instrument transferring title from ARK-LA-TEX to the District for the purpose of waiving and releasing the Resolatory Condition as to the 911 Tract and further acknowledging, confirming and ratifying the transfer of title to the District.

Section D. BE IT FURTHER ORDAINED that the above authority granted to the Mayor shall be for a period of 90 days from the date that this Ordinance becomes final, and if the contemplated transaction does not occur within 90 days from the date that this Ordinance

become final, then in that event, further action of the City Council shall be required.

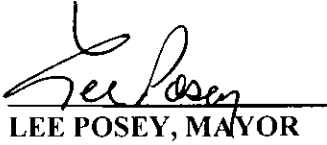
Section E. BE IT FURTHER ORDAINED that this Ordinance shall go into effect upon publication as provided by law.

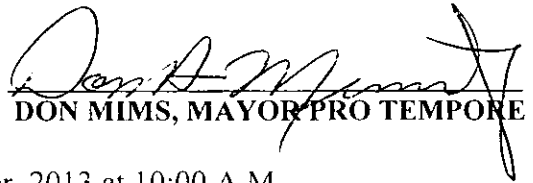
This Ordinance was introduced at a regular meeting of the City Council on the 25th day of November, 2013 and published in the *Natchitoches Times* on November 30, 2013.

The above Ordinance having been duly advertised in accordance with law and public hearing had on same, was put to a vote by the Mayor and the vote was recorded as follows:

AYES:	Stamey, Mims, Vallien
NAYS:	None
ABSENT:	Payne, Nielsen
ABSTAIN:	None

THEREUPON, Mayor Lee Posey declared the Ordinance passed by a vote of 3 Ayes to 0 Nays this 9th day of December, 2013.


LEE POSEY, MAYOR


DON MIMS, MAYOR PRO TEMPORE

Delivered to the Mayor on the 10th day of December, 2013 at 10:00 A.M.

The following Ordinance was introduced by Mr. Mims at the Natchitoches City Council meeting held on December 9, 2013 as follows:

ORDINANCE NO. 057 OF 2013

AN ORDINANCE TO AMEND SUB-SECTION (d) OF SECTION 10-77 OF THE CODE OF ORDINANCES, WHICH SAID SECTION IS ENTITLED 'REGULATING PARADES', WHICH SECTION IS LOCATED IN THE CRIMINAL CODE, CHAPTER 10 OF THE CODE OF ORDINANCES, SAID SECTION BEING AMENDED AND RE-ADOPTED TO PROVIDE FOR A NEW FILING PERIOD FOR A PARADE PERMIT IN THE CITY OF NATCHITOCHES, PROVIDING FOR ADVERTISING, FURTHER PROVIDING FOR SEVERABILITY, AND FURTHER PROVIDING FOR A REPEALER AND EFFECTIVE DATE OF ORDINANCE.

WHEREAS, the Criminal Code of the City of Natchitoches includes Section 10-77, which provides regulations for parades in the City of Natchitoches; and

WHEREAS FURTHER, Sub-Section 10-74(d) of the Code of Ordinances provides that an application for a parade must be made at least seven days before the date of the proposed parade; and

WHEREAS FURTHER, a parade in the City of Natchitoches, requires the dedication of resources and manpower from numerous City Departments, and much planning is required in advance of any parade; and

WHEREAS FURTHER, in many instances, the seven day filing period does not provide adequate time for the coordination of the various City Departments; and

WHEREAS FURTHER, the Chief of Police has made a recommendation that the filing period be extended from 7 days before the scheduled parade to 30 days before the scheduled parade; and

WHEREAS FURTHER, the City Council is of the opinion that the 30 day filing period is not unreasonable and would create no hardship for applicants; and

WHEREAS FURTHER, the City Council of the City of Natchitoches has reviewed the proposed changes and agrees that the adoption is advisable and in the best

desires to amend the Code of Ordinances of the City of Natchitoches in order to amend Section 10-77(d), as approved and recommended by the Chief of Police of the City of Natchitoches; and

NOW THEREFORE BE IT ORDAINED by the City Council of the City of Natchitoches, Louisiana, as follows:

SECTION 1. Subsection (d) of Section 10-77 of the Code of Ordinances of the City of Natchitoches is hereby amended and re-enacted to read as follows:

“(d) Application. A person seeking issuance of a parade permit shall file an application with the chief of police on forms provided by such officer.

(1) Filing period. An application for a parade permit shall be filed with the chief of police not less than thirty (30) days nor more than one hundred twenty (120) days before the date on which it is proposed to conduct the parade.

(2) Contents. The application for a parade permit shall set forth the following information:

a. The name, address and telephone number of the person seeking to conduct such parade;

b. If the parade is proposed to be conducted for, on behalf of, or by an organization, the name, address and telephone number of the headquarters of the organization, and of the authorized and responsible heads of such organization;

c. The name, address and telephone number of the person who will be the parade chairman and who will be responsible for its conduct;

d. The date when the parade is to be conducted;

e. The route to be traveled, the starting point and the termination point;

f. The approximate number of persons who, and animals and vehicles which, will constitute such parade; the type of animals, and description of the vehicles;

g. The hours when such parade will start and terminate;

h. A statement as to whether the parade will occupy all or only a portion of the width of the streets proposed to be traversed;

i. The location by streets of any assembly areas for such parade;

j. The time at which units of the parade will begin to assemble at any such assembly area or areas;

k. The interval of space to be maintained between units of such parade;

l. If the parade is designed to be held by, and on behalf of or for, any person other than the applicant, the applicant for such permit shall file with the chief of police a communication in writing from the person proposing to hold the parade, authorizing the applicant to apply for the permit on his behalf.

m. Any additional information which the chief of police shall find reasonably necessary to a fair determination as to whether a permit should issue.

(3) Late applications. The chief of police, where good cause is shown therefore, shall have the authority to consider any application hereunder which is filed less than thirty (30) days before the date such parade is proposed to be conducted.

(4) Fee. There shall be paid at the time of filing the application for a parade permit a fee of ten dollars (\$10.00). This fee may be waived in whole or in part by the Chief of Police."

SECTION 2. All Ordinances or parts of Ordinances in conflict herewith are hereby repealed.

SECTION 3. If any portion of this Ordinance is declared to be invalid or unconstitutional in any manner, the invalidity shall be limited to that particular section or provision, and shall not affect the remaining portions of the ordinance, which shall remain valid and enforceable, it being the intention of the City Council that each separate provision shall be deemed independent of all other provisions herein.

SECTION 4. This Ordinance shall go into effect upon publication and in accordance with law.

THIS ORDINANCE was introduced on December 9, 2013.

Mayor Posey stated we had a situation in the fall where someone came in on a Tuesday want to host an event on the weekend that would require closing down streets and manpower. Even though the situation didn't fall within 7 days, this made us reevaluate that 7 days is not enough time to have prepared for the event. After talking with other communities we decided to change to a minimum 30 days notice to give ample time. He then stated when you start closing the streets and bridge down and using personnel more preparation is needed than 7 days.

The following Resolution was introduced by Mr. Stamey and Seconded by Mr. Vallien as follows, to -wit:

RESOLUTION NO. 095 OF 2013

**RESOLUTION AUTHORIZING THE MAYOR TO ENTER
INTO A CONTRACT WITH EMPLOYERS RISK MANAGEMENT
SERVICES AS THE WORKERS COMPENSATION THIRD PARTY
ADMINISTRATOR FOR THE CITY OF NATCHITOCHES**

WHEREAS, the Insurance Committee has reviewed the proposals submitted by Employers Risk Management, as a third party administrator, for the handling of worker's compensation claims for the City of Natchitoches; and

WHEREAS, the annual premium for this contract is **\$12,580.00** for the period January 1, 2014 through December 31, 2014; and

WHEREAS, it is the recommendation of the committee that the contract be awarded to Employers Risk Management Services.

NOW, THEREFORE, BE IT RESOLVED that the Honorable Lee Posey, Mayor, is hereby authorized and empowered and directed to sign any and all documents necessary for the execution of this contract.

This Resolution was then presented for a vote, and the vote was recorded as follows:

AYES:	Mims, Stamey, Vallien
NAYS:	None
ABSENT:	Payne, Nielsen
ABSTAIN:	None

THEREUPON, Mayor Lee Posey declared the Resolution passed by a vote of 3

Ayes to 0 Nays on this 9th day of December, 2013.



LEE POSEY, MAYOR

The following Resolution was introduced by Mr. Vallien and Seconded by Mr. Stamey as follows, to -wit:

RESOLUTION NO. 096 OF 2013

**A RESOLUTION AUTHORIZING THE MAYOR TO ENTER
INTO A CONTRACT WITH MIDWEST EMPLOYERS CASUALTY
COMPANY FOR THE WORKERS' COMPENSATION EXCESS
COVERAGE POLICY FOR THE CITY OF NATCHITOCHES**

WHEREAS, the Insurance Committee has reviewed the proposals submitted for the Workers' Compensation Excess Coverage Policy for the City of Natchitoches and recommend a one-year policy contract beginning **January 1, 2014** through **January 1, 2015**, with annual installments of **\$55,289.00**, be awarded to Midwest Employers Casualty Company of Louisiana.


NOW, THEREFORE, BE IT RESOLVED that the Honorable Lee Posey, Mayor, is hereby authorized, empowered and directed to sign any and all documents necessary for the execution of this contract.

This Resolution was then presented for a vote, and the vote was recorded as follows:

AYES:	Mims, Stamey, Vallien
NAYS:	None
ABSENT:	Payne, Nielsen
ABSTAIN:	None

THEREUPON, Mayor Lee Posey declared the Resolution passed by a vote of 3

Ayes to 0 Nays on this 9th day of November, 2013.




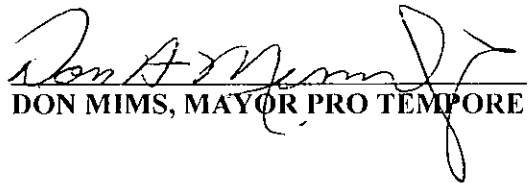
LEE POSEY, MAYOR

Mayor Posey then stated there would not be a City Council meeting on December 23, 2013. The offices of the City of Natchitoches will be closed Tuesday, December 24th and Wednesday, December 25th for the Christmas Holidays. The offices will also be closed, Tuesday, December 31st and Wednesday, January 1st for New Year's. The next scheduled City Council meeting will be Monday, January 13, 2014.

Mayor Posey wished everyone a Merry Christmas and Happy New Year.

With no further discussion, the Mayor made a motion for adjournment and all were in favor. The meeting was adjourned at 6:00 p.m.


LEE POSEY, MAYOR


DON MIMS, MAYOR PRO TEMPORE